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JS-6

7 Attorneys for 3M Company, a Delaware Corporation

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

11 LAN DAO, on behalf of herself and all  
12 other similarly situated.

13 || Plaintiffs,

14 | V.

15      3M COMPANY, a Delaware  
16      Corporation, and DOES 1 through 100,  
inclusive,

## Defendants.

**CASE NO. CV-08-04554 VBF (AGRx)**

**CLASS ACTION**

**FINAL JUDGMENT**

**ON CLASS ACTION SETTLEMENT**

Date: October 30, 2009  
Time: 3:00 p.m.  
Dept: 9  
Judge: Hon. Valerie Baker

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1       1. The Settlement Class represented herein by Plaintiff is defined as all  
2 persons who have been employed in a non-exempt capacity at the 3M Northridge,  
3 California facility at any time between June 30, 2004 and May 1, 2009.

4

5       2. This Settlement Agreement is fair, reasonable and adequate and the  
6 following factors support final approval: (1) the risks that Defendant would defeat  
7 class certification and prevail on its defenses; (2) the \$375,000 settlement amount is  
8 within the range of reasonableness; (3) the parties engaged in discovery and  
9 negotiations before entering into the proposed settlement; (4) class counsel are  
10 experienced in wage and hour class actions and have concluded that the settlement  
11 is fair and reasonable; (5) class members have reacted favorably to the notice of  
12 settlement, with only one putative class member submitting a valid opt-out election.

13

14       3. The Notice to class members was reasonable and adequate. Out of the  
15 276 notice packets sent to putative class members, only two notice packets were  
16 returned to the claims administrator as undelivered and only one putative class  
17 member opted out.

18

19       4. The following requirements for class certification under Federal Rules  
20 of Civil Procedure 23(a) and (b) are met with respect to the Settlement Class and for  
21 settlement purposes only:

- 22             • Numerosity - This Settlement Class is composed of 276 employees,  
23                     all of whom are readily identifiable from 3M's payroll records.  
24                     Therefore, the numerosity requirement is satisfied.

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- 1       • Commonality - The Settlement Class shares sufficient commonality  
2            in that each was a non-exempt employee at 3M's Northridge plant  
3            during the class period and, according to the terms of the settlement  
4            reached, each will receive a proportionate share of the class  
5            proceeds based on their number of workweeks during the class  
6            period.
- 7
- 8       • Typicality - Plaintiff Lan Dao is one of the 276 non-exempt  
9            employees who worked at 3M's Northridge facility during the class  
10          period.
- 11
- 12      • Adequate Representation - For purposes of the settlement being  
13            proposed as reached between the parties, there are no conflicts of  
14            interest between the named Plaintiff Lan Dao and the defined class  
15            members. In addition, there are no known conflicts with Plaintiff's  
16            counsel. Moreover, Plaintiff's counsel, who has represented  
17            numerous class members in numerous Class Actions, has  
18            represented that they can and will adequately represent the class.
- 19
- 20      • Predominance – The class is sufficiently cohesive to warrant  
21            adjudication by representation.
- 22
- 23      • Superiority - A class action is superior to individual  
24            lawsuits/settlements, because it allows the class members to pool  
25            claims which would be uneconomical to litigate individually.  
26            Accordingly, this Class Settlement is consistent with that policy of  
27            economy and efficiency.

28      ///

1       5. The unopposed application of Class Counsel for costs and attorneys'  
2 fees award is hereby granted. Defendant shall pay \$125,000 to Class Counsel out of  
3 the Settlement Fund as attorney's fees, \$8,881.62 for expenses incurred in the  
4 litigation, and \$4,000 for claims administration.

5  
6       6. Defendant shall pay \$25,000 out of the Settlement Fund as an incentive  
7 award to named Plaintiff, Lan Dao, as is required under the Settlement Agreement.

8  
9       7. All Class Members as identified on Exhibit A as attached hereto,  
10 excluding the one class member who timely opted out of the settlement, are bound  
11 by the instant Final Judgment and Order of Dismissal With Prejudice and by the  
12 previously-approved Settlement Agreement. All said Class members are also bound  
13 by the Release of All claims against 3M Company, including:

14  
15       8. Plaintiff and Settlement Class Members, and each of them, forever  
16 release, discharge, and covenant not to sue 3M for any of the Released Claims, as  
17 set forth in the Settlement Agreement, in connection with their employment at 3M,  
18 which release shall be understood to include all past and present claims which they  
19 do not know of or suspect to exist in their favor at the time of this release and which,  
20 if known by them, might have affected their settlement and release of 3M, or might  
21 have affected their decision not to object to this Agreement, all past and present  
22 rights, causes of action, damages, judgment executions, liens, attachments, debts,  
23 and demands, whether known or unknown and whether foreseen or unforeseen as  
24 relating only to the "Released Claims" by Named Plaintiff and Settlement Class  
25 Members, including but not limited to those which are alleged or could have been  
26 alleged in this Action, including for California Labor Code violations, unfair  
27 competition, unfair business practices, restitution or injunctive relief arising out of  
28 or related to the "Released Claims" and employment with 3M; for declaratory

1 and/or injunctive relief under Business & Professions Code section 17200 et seq.;  
2 for attorneys' fees, costs, consequential damages, disgorgement, punitive damages,  
3 connected to their employment and only as to the "Released Claims" with 3M. The  
4 "Released Claims" do not include separate claims, if any, that might have been  
5 brought, or will be brought, with respect to workers' compensation law, or claim for  
6 discrimination, personal injury, harassment, fraud, negligence or breach of contract  
7 or any other claim unrelated to the "Released Claims."

8

9       9.     The parties are hereby directed to perform the terms of the Settlement  
10 Agreement.

11

12       10.    This action is hereby dismissed on the merits with prejudice. The  
13 Court shall retain jurisdiction of this action for the purpose of resolving any disputes  
14 that may arise as to the implementation of the monetary relief terms of the  
15 Settlement Agreement.

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17       **IT IS SO ORDERED**

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19 DATED: October 30, 2009 \_\_\_\_\_



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21 Hon. Valerie Baker Fairbank  
22 District Court Judge  
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